

CONSENT DECREE**I. INTRODUCTION**

1. This Consent Decree is entered into by the Enforcement Bureau of the Federal Communications Commission and Communications Counsel Group, Inc., licensee of Station WQII(AM), San Juan, Puerto, Rico.

II. DEFINITIONS

2. For the purposes of this Consent Decree, the following definitions shall apply:
- a) “Act” means the Communications Act of 1934, as amended, 47 U.S.C. §§ 151 *et seq.*;
 - b) “Assignment Application” means the FCC Form 314 application filed by Communications Counsel Group, Inc. and Broadcasting Networks of Puerto Rico, Inc. (“BPR”) for approval of the assignment of license for Station WQII(AM) (File No. BAL-20010302AAF), which was dismissed on January 3, 2005;
 - c) “Bureau” means the Enforcement Bureau of the Federal Communications Commission;
 - d) “Commission” or “FCC” means the Federal Communications Commission;
 - e) “CCG” means Communications Counsel Group, Inc., licensee of Station WQII(AM), San Juan, Puerto Rico;
 - f) “Complaints” mean the third-party complaints received by, or in the possession of, the Bureau as of the Effective Date, alleging one or more violations of the Act and/or the Rules by CCG, which complaints are referenced in the letters of inquiry from the Bureau to CCG dated December 20, 2002, June 15, 2003, and December 24, 2003;
 - g) “Compliance Plan” means the compliance plan provided as Attachment A hereto;
 - h) “Effective Date” means the date on which the Bureau releases the Order;
 - i) “Final Order” means the status of the Order after the period for administrative and judicial review has lapsed;
 - j) “Investigation” means the Bureau’s investigation of the allegations contained in the Complaints, including the letters of inquiry from the Bureau to CCG, dated December 20, 2002, June 15, 2003, and December 24, 2003;
 - k) “Order” means an order of the Bureau adopting this Consent Decree;
 - l) “Parties” means CCG and the Bureau;
 - m) “Rules” means the Commission’s regulations set forth in Title 47 of the Code of Federal Regulations;

- n) "Station" means Station WQII(AM), San Juan, Puerto Rico (Facility ID No. 12712), licensed to CCG; and
- o) "Violations" means the violations of the Act and the Rules by CCG, as set forth in Table 1 attached hereto, which is incorporated by reference herein and forms a part of this Consent Decree.

III. BACKGROUND

3. The Bureau received Complaints alleging that Violations had occurred. The Bureau thereafter commenced the Investigation to determine whether CCG violated the Act and/or the Rules as alleged.

4. CCG acknowledges that the Violations occurred. Specifically, CCG acknowledges that it failed to timely file complete and accurate ownership reports for the years 1997, 1998, 1999, 2001 and 2003. CCG further acknowledges that, in connection with a December 28, 2000, Time Brokerage Agreement, the Assignment Application, and various related agreements, it prematurely transferred control of the Station to BPR for a period of at least two years. CCG also acknowledges that, on October 3, 2002, it failed to make the Station's public inspection file available upon request. Finally, CCG acknowledges that, in responding to Bureau letters of inquiry noted above, it did not completely and accurately respond to all questions posed by the respective letters. CCG has committed to implement and adhere to the Compliance Plan, which is incorporated by reference into this Consent Decree.

5. Both the Bureau and CCG acknowledge that any proceeding that might result from the Investigation will be time consuming and will require the expenditure of public and private resources. In order to conserve such resources and to promote compliance by CCG with the Act and the Rules, the Bureau and CCG are entering into this Consent Decree in consideration of the mutual commitments made herein.

IV. AGREEMENT

6. CCG and the Bureau agree to be legally bound by the terms and conditions of this Consent Decree. CCG and the Bureau each represent and warrant that its signatory is duly authorized to enter into this Consent Decree on its behalf. CCG agrees that the Commission has jurisdiction over the matters contained in this Consent Decree.

7. The Parties agree that the provisions of this Consent Decree shall be subject to final approval by the Bureau by incorporation of such provisions by reference in an Order.

8. The Parties agree that this Consent Decree shall become effective on the Effective Date. Upon the Effective Date, the Order and this Consent Decree shall have the same force and effect as any other order of the Bureau and any violation of the terms of this Consent Decree shall constitute a separate violation of a Bureau order, entitling the Bureau to exercise any rights and remedies attendant to the enforcement of a Bureau order.

9. As part of the Order, the Bureau shall terminate the Investigation and shall dismiss with prejudice the Complaints. From and after the Effective Date, the Bureau shall not, either on its own motion or in response to third-party objection, initiate any inquiries, investigations, forfeiture proceedings, hearings, or other sanctions or actions against CCG, or the Station, based in whole or in part on (i) the Investigation, (ii) the Complaints, (iii) any other similar complaints alleging that Violations occurred prior to the Effective Date, or (iv) the

allegations contained in any of the foregoing. The Bureau agrees that, in the absence of material new evidence, it will not, on its own motion, initiate or recommend to the Commission, any new proceeding, formal or informal, regarding the matters discussed in paragraphs 3 and 4, above, with regard to Violations that occurred prior to the Effective Date. The Bureau further agrees that, in the absence of material new evidence, it will not use the facts developed in the Investigation prior to the Effective Date to initiate on its own motion, or recommend to the Commission, any proceeding, formal or informal, or take any action on its own motion against CCG with respect to its basic qualifications to be or remain a Commission licensee. Nothing in this Consent Decree shall prevent the Bureau from instituting, or recommending to the Commission, new investigations or enforcement proceedings against CCG, in the event of any alleged future misconduct, for violation of this Consent Decree, or for violation of the Act or the Rules, consistent with the provisions of this Consent Decree.

10. CCG admits, solely for the purpose of this Consent Decree and for FCC civil enforcement purposes, and in express reliance on the provisions of paragraph 9 hereof, to having committed the Violations. Notwithstanding any other provision of this Consent Decree, it is expressly agreed and understood that if this Consent Decree is breached by the Bureau, or is invalidated or modified to CCG's prejudice by the Commission or by any court, then the provisions of the immediately-preceding sentence shall be of no force or effect whatever, and CCG shall not, by virtue of that sentence or any other provision of this Consent Decree, be deemed to have made any admission concerning the operation of the Station.

11. The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between them concerning the Bureau's Investigation of the matters discussed in paragraphs 3 and 4, above.

12. In consideration of the Bureau's termination of its Investigation into these matters, CCG agrees to the terms set forth herein.

13. CCG will make a voluntary contribution to the United States Treasury in the amount of Fifty Thousand Dollars (\$50,000), payable in installments in accordance with the schedule set forth on Table II, attached, which is incorporated herein and forms a part of this Consent Decree. The payments must be timely made in accordance with that schedule by check or similar instrument, payable to the order of the Federal Communications Commission. Each payment must include the Acct. No. and FRN referenced above. Payment by check or money order may be mailed to the Forfeiture Collection Section, Finance Branch, Federal Communications Commission, P.O. Box 73482, Chicago, Illinois 60673-7482. Payment by overnight mail may be sent to Bank One/LB 73482, 525 West Monroe, 8th Floor Mailroom, Chicago, Illinois 60661. Payment by wire transfer may be made to ABA Number 071000013, receiving bank Bank One, and account number 1165259.

14. CCG represents that it has adopted, and is currently in the process of implementing, a company-wide compliance plan for the purpose of preventing future violations of the Act and of the Rules. A summary of the plan is set forth in Attachment A hereto. CCG agrees, to the extent that it has not already done so, to implement the Compliance Plan within thirty (30) days of the Effective Date and to keep such Compliance Plan in effect for three (3) years thereafter.

15. CCG agrees that it is required to comply with each individual condition of this Consent Decree. Each specific condition is a separate condition of the Consent Decree as approved. To the extent that CCG fails to satisfy any condition, in the absence of Bureau alteration of the condition, it will be deemed noncompliant and may be subject to possible

enforcement action, including, but not limited to, designation of the matter for hearing, letters of admonishment, or forfeitures.

16. CCG waives any and all rights that it may have to seek administrative or judicial reconsideration, review, appeal or stay, or to otherwise challenge or contest the validity of this Consent Decree and the Order, provided that the Order adopts the Consent Decree without change, addition or modification.

17. CCG waives any claims that it may otherwise have under the Equal Access to Justice Act, 5 U.S.C. § 504 and 47 C.F.R. § 1.1501 *et seq.*, relating to the matters discussed in this Consent Decree.

18. If any Party (or the United States on behalf of the FCC) brings a judicial action to enforce the terms of the Order, neither CCG nor the FCC shall contest the continuing validity of the Consent Decree or the Order. CCG and the Bureau further agree that they will waive any statutory right to a trial *de novo* with respect to any matter upon which the Order is based (provided in each case that the Order is limited to adopting the Consent Decree without change, addition, or modification), and that they will consent to a judgment incorporating the terms of this Consent Decree.

19. In the event that this Consent Decree is rendered invalid by any court of competent jurisdiction, this Consent Decree shall become null and void and may not be used in any manner in any legal proceeding.

20. This Consent Decree may be signed in counterparts and/or by telecopy and, when so executed, the counterparts, taken together, will constitute a legally binding and enforceable instrument whether executed by telecopy or by original signatures.

ENFORCEMENT BUREAU
FEDERAL COMMUNICATIONS COMMISSION

David H. Solomon, Chief

Date

COMMUNICATIONS COUNSEL GROUP, INC.

Nieves Gonzalez-Abreu, President

Date

Table I**Violations**

Failure to provide truthful written statements to Commission inquiries	47 C.F.R. § 73.1015
Failure to accurately and timely complete ownership reports	47 C.F.R. § 73.3615
Unauthorized transfer of control	47 U.S.C. § 310(d); 47 C.F.R. § 73.3540
Failure to make public inspection file available upon request	47 C.F.R. § 73.3526

Table II**Payment Schedule**

April 1, 2005	\$5,000
May 1, 2005	\$2,500
June 1, 2005	\$2,500
July 1, 2005	\$2,500
August 1, 2005	\$2,500
September 1, 2005	\$2,500
October 1, 2005	\$2,500
November 1, 2005	\$2,500
December 1, 2005	\$2,500
January 2, 2006	\$2,500
February 1, 2006	\$2,500
March 1, 2006	\$2,500
April 1, 2006	\$2,500
May 1, 2006	\$2,500

June 1, 2006	\$2,500
July 1, 2006	\$2,500
August 1, 2006	\$2,500
September 1, 2006	\$2,500
October 1, 2006	\$2,500

Attachment A**Compliance Plan**

To ensure that Station WQII(AM) does not commit Violations in the future, CCG will do the following:

1. CCG will conduct training for all Station employees on compliance with FCC Rules applicable to station operations. To augment this training, outside counsel, or other comparable professionals, will conduct an on-site workshop for Station employees. CCG will videotape this workshop and use it as refresher training for staff and management at least every twelve (12) months, and to train any new Station employees after commencement of their duties at the Station.
2. CCG shall engage FCC counsel on an ongoing basis to provide guidance to CCG on FCC compliance issues, to provide regular updates and notices on developments in communications law applicable to CCG, and to review CCG's applications and reports prior to filing with the FCC. In regard to the last matter, CCG recognizes and acknowledges that any and all information provided to the FCC must completely and candidly set forth all relevant facts and circumstances, regardless of whether such a submission may disclose a violation of the Act or the Rules.
3. CCG shall maintain sole control of the programming, personnel and finances of Station WQII(AM) and shall provide an affidavit or declaration to the Bureau, signed by CCG's President, certifying that CCG has maintained and is maintaining such control, on or before December 31 of each year of the license term (but no earlier than December 1 of each such year).